HOST COMMUNITY AGREEMENT

By and Between the City of Brockton, Massachusetts

and

Mass Gaming & Entertainment, LLC

This Host Community Agreement (the "**Agreement**") is made and entered into as of February 19, 2015 (the "**Effective Date**"), by and between the City of Brockton, Massachusetts (the "**City**" or "**Brockton**"), a municipality of the Commonwealth of Massachusetts, and Mass Gaming & Entertainment, LLC ("**MGE**"), a Delaware limited liability company (each a "**Party**", both collectively, the "**Parties**").

RECITALS

The following are the recitals underlying this Agreement:

MGE has acquired and/or plans to acquire approximately forty-five acres of the Brockton Fairgrounds, located off Belmont Street, Brockton, MA, as generally shown on Exhibit A (the "**Project Site**"), the exact dimensions and boundaries of which Project Site may be subject to adjustment during the permitting process with the City's or the City Council's approval.

MGE plans to apply to the Massachusetts Gaming Commission (the "**Commission**") for a Category 1 gaming license, and to develop on the Project Site a hotel and destination resort casino.

MGE is affiliated with Rush Street Gaming, LLC ("Rush Street") and, if granted a final, non-appealable Category 1 gaming license by the Commission, MGE plans to make a Project Investment of approximately Six Hundred Fifty Million Dollars ($650,000,000) to develop the Project Site with a high quality gaming facility, at least two hundred fifty hotel rooms, restaurants, sundry retail, multifunction event and entertainment space, back of house spaces, and surface and structured parking, which shall be consistent in quality with other casinos overseen by Rush Street (collectively, the "**Project**").

The City believes that the Project will bring economic development to the City, creating new jobs for residents and new sources of income for the City, and accordingly, the City desires to support MGE in the development of the Project.

MGE desires to mitigate impacts from the development and operation of a gaming establishment through the means described herein, in accordance with Chapter 194 of the Acts and Resolves of 2011 (the "**Massachusetts Gaming Act**" or the "**Act**"), which established Chapter 23K of the Massachusetts General Laws.

Subject to a City-wide referendum ballot to authorize the operation in Brockton of a Category 1 gaming establishment licensed by the Commission, MGE and the City desire to enter into this Agreement to set forth the conditions to have a gaming establishment located within the City, in full satisfaction of G.L. c. 23K, § 15(8).

Accordingly, the Parties, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, enter into this Agreement to effectuate the purposes set forth above and to be bound by the provisions set forth below:

Section 1. Definitions

Capitalized terms used in this Agreement that are not otherwise defined herein and are defined in Section 2 of the Act shall be given such definition as of the date of this Agreement for purposes of the Agreement.

1.1 "Gross Gaming Revenue" has the meaning currently given to the term in Section 2 of the Act, *i.e.*, "the total of all sums actually received by a gaming licensee from gaming operations less the total of all sums paid out as winnings to patrons; provided, however, that the total of all sums paid out as winnings to patrons shall not include the cash equivalent value of any merchandise or thing of value included in a jackpot or payout; and provided further, that [Gross Gaming Revenue] shall not include any amount received by a gaming licensee from simulcast wagering or from credit extended or collected by the gaming licensee for purposes other than gaming; provided further, that the issuance to or wagering by patrons of a gaming establishment of any promotional gaming credit shall not be taxable for the purposes of determining gross revenue." For avoidance of doubt, Gross Gaming Revenue for purposes of this Agreement and consistent with the Parties' interpretation of the Act, as set forth in this definition, does not include the issuance to or wagering by patrons of the gaming establishment of any promotional gaming credit, nor revenues from the sale of food and beverage, retail sales, hotel revenues, parking fees, ATM fees, or any other non-casino sources of revenue.

1.2 **Open for Business to the General Public** means that the Project's gaming area (as defined in the Act) is open for business to the general public.

1.3 **Project Investment** means all Project costs, whether or not such costs are included in the minimum capital investment requirement of $500 million for a Category 1 gaming establishment under the Act as determined by the Massachusetts Gaming Commission, and include but are not limited to all of the Project's hard and soft costs, FF&E, the Eighty-Five Million Dollar ($85,000,000) license fee, interest expense and financing fees, land cost, costs of onsite and offsite improvements, preopening costs (marketing, personnel/training, supplies, and other), legal fees, consultant costs, a development fee, initial cage cash, pursuit and application costs, upfront costs assessed by the Massachusetts Gaming Commission, travel expenses, and payments under this Agreement before the Project is first Open for Business to the General Public.

Section 2. Impact Payments to Brockton

The Parties agree that, except as otherwise expressly provided in this Agreement, the Impact Payments to be made pursuant to this Section 2 are made in lieu of all taxes and other assessments otherwise due from MGE to the City and/or City departments, boards, or commissions, including, but not limited to, its school district, and police and fire departments. In conjunction with the measures set forth in this Agreement, the Impact Payments constitute MGE's mitigation efforts and are in full and complete satisfaction of MGE's obligations under the Act and this Agreement to

mitigate impacts, known or unknown, whether or not identified in this Agreement, except as agreed to by the Parties in the Mitigation Agreement described in Section 2.1(c) of this Agreement. Nothing in this Agreement will prevent the City from imposing lawful taxes and assessments on third party tenants and vendors of the Project, consistent with lawful taxes, fees, and assessments of general applicability to all tenants and vendors in Brockton.

2.1 Project Planning and Review Payments

(a) Budget and Approval Process. Subject to the budget and approval process set forth in this Section 2.1(a), MGE agrees to pay directly or reimburse the City, as appropriate, for the City's reasonable, direct costs (including but not limited to planning and peer review costs and reasonable legal fees) of determining the impacts of the Project and negotiating this Agreement and related agreements, as well as other reasonable, direct costs incurred by the City in connection therewith (including but not limited to costs incurred in connection with holding a ballot election, communicating with/appearing before the Commission in connection with MGE's license application, preparing and presenting amendments to the City's Ordinances and other necessary legislative enactments, and participating in other permitting activities and proceedings relative to the Project). The City will prepare and submit to MGE a budget(s) for all costs for which the City will seek payment or reimbursement hereunder, which budget(s) shall be subject to MGE's review and approval, which approval shall not be unreasonably withheld or delayed. Any costs not included in the approved budget(s) will require MGE's separate prior approval. The City will also provide MGE with advance copies of any proposal, contract, or scope of work for any consultants for which the City seeks or will seek payment from MGE. The City will provide reasonable substantiation and documentation for any and all costs paid for or reimbursed by MGE pursuant to this Agreement but shall not be required to divulge privileged billing entries by its legal counsel. MGE hereby approves the law firm of Mintz Levin Cohn Ferris Glovsky and Popeo, P.C. ("**Mintz Levin**") as a legal consultant to the City for whose services to the City MGE will pay as provided above, on the condition that Mintz Levin notify the City and MGE each time the total amount of legal fees and costs owed to Mintz Levin in connection with this Agreement increases by Fifty Thousand Dollars ($50,000).

(b) Payment Process. Within seven days after the execution of this Agreement, MGE will make an initial payment of Fifty Thousand Dollars ($50,000.00) to the Commission and, subject to the budget and approval process of Section 2.1(a), such further payments as may be necessary to cover the City's costs. The Parties will cooperate in seeking approval and payment of such costs through the Commission. The City shall provide reasonable substantiation and documentation for any and all costs paid for or reimbursed by MGE pursuant hereto, but shall not be required to divulge privileged billing entries by its legal counsel. The City will promptly return to MGE any payment made to the City under this Agreement which is not spent by the City as provided for in this Agreement.

(c) Impact Studies. Immediately upon the execution of this Agreement, MGE will commission and fund comprehensive studies to be prepared by an independent, mutually-acceptable third party(ies) to assess the impacts of the Project on the City's (i) traffic and transportation infrastructure, (ii) utility infrastructure, and (iii) public safety, and (iv) on the City generally, including schools and housing impacts (collectively, the "**Impact Studies**"). The Impact Studies will be designed and undertaken in collaboration with the City's Planning Department and Chiefs of Police and Fire, and in accordance with the requirements of the Act. Upon MGE's

submittal of the Impact Studies to the City, the Parties agree to work together in good faith and in an expeditious manner to reasonably agree on the required mitigation, and the timing of completion of such mitigation, which will be memorialized in a separate agreement in accordance with the Act (the "**Mitigation Agreement**"). The City may hire, at MGE's reasonable expense, an independent, mutually-acceptable third party peer reviewer(s) to review the Impact Studies in a timely manner. For the avoidance of doubt, MGE will only commission and fund one study of each of items (i) through (iv) listed above, and will only pay for one peer reviewer to review each of the Impact Studies.

(d) Permitting and Review Fees. MGE will pay to the City all permitting fees associated with this Project according to a fee schedule that applies to all developments in the City, including but not limited to building permitting, planning, and zoning fees, and reasonable costs and expenses to supplement the ability of the City's Planning and Building Departments to process Project-related permits, approvals, and inspections and the like, including costs of temporary staff (but only their direct compensation and only to the extent they are working on this Project, and only for activities occurring before the Project is Open for Business to the General Public) and outside consultants, pursuant to Section 2.1(a) and exclusive of other payments made by MGE pursuant to this Agreement.

2.2 Payments Following Award of Category 1 Gaming License

If the Commission awards a final, non-appealable Category 1 gaming license to MGE for the Project, MGE will make the following payments to the City:

(a) The Shaw's Center Study. MGE will provide the City with a one-time grant of Twenty-Five Thousand Dollars ($25,000) for the City to use as it wishes to study potential impacts of the Project on, and potential new economically viable uses of, The Shaw's Center.

(b) Real and Personal Property Taxes. From the time MGE purchases the Project Site until the Project is first Open for Business to the General Public, in satisfaction of all Real and Personal Property Taxes on the Project Site (including after construction begins) and of any other assessments due from MGE to the City and/or any City department, board, or commission for the Project, except as otherwise expressly provided herein, MGE will pay annual Real Property Taxes to the City based on the purchase price of the Project Site, prorated for any partial year; provided further that no property tax exemptions shall apply. The Parties will calculate the amount of this annual payment by applying the City's then current commercial/ industrial/ personal property tax rate (currently $33.88 per $1,000 of assessed value) to the purchase price, which MGE represents is the result of a negotiated, arm's length transaction contemplating the receipt of the site-specific Category 1 gaming license and the redevelopment of the Project Site into the Project.

(c) Mitigation of Impact Studies Findings. MGE will fund the mitigation of impacts on the City identified in the Impact Studies, as agreed to by the Parties in the Mitigation Agreement, in the amounts and according to the timetable set forth in the Mitigation Agreement. The Parties intend that most, if not all, of the mitigation activities agreed to in the Mitigation Agreement will be completed before the Project is Open for Business to the General Public. The Parties also acknowledge that weather, the need for third-party approvals or actions, or other events or circumstances may prevent certain mitigation activities from occurring before, or make it

mutually-desirable that certain mitigation activities occur after, the Project is first Open for Business to the General Public. If the Mitigation Agreement includes activities to be undertaken by parties other than MGE, MGE will fund the agreed-upon reasonable costs of those activities.

(d) Community Enhancement Fee. After commencing construction of the Project, MGE will pay the City Three Million Dollars ($3,000,000) (the "**Community Enhancement Fee**") in three installments as follows: One Million Dollars ($1,000,000) within thirty (30) days after MGE commences construction of the Project; and One Million Dollars ($1,000,000) on or before each of the first and second anniversaries of the initial payment.

2.3 Payments after the Project is first Open for Business to the General Public

After the Project is first Open for Business to the General Public, MGE will make payments to the City as set forth in this Section 2.3.

(a) PILOT Agreement. The Parties intend to enter a payment in lieu of taxes ("**PILOT**") agreement through the use of a G.L. c. 121A urban redevelopment corporation and agreement, which may carry additional benefits for both parties, the details and requirements of which must be reviewed and agreed upon by the Parties and by the Massachusetts Department of Housing and Community Development ("**DHCD**"). Recognizing the mutual desirability of having a PILOT agreement in place before the Project is first Open for Business to the General Public, the Parties will begin working diligently on the process set forth in this paragraph immediately upon the execution of this Agreement. The Parties will work cooperatively to negotiate such an agreement and to seek the necessary approvals thereof, including the approval of DHCD.

If the Parties are unable to negotiate and obtain all the approvals necessary to enter a PILOT agreement under G.L. c. 121A, they will work cooperatively to prepare and seek all necessary approvals of special legislation to authorize such a PILOT.

If such special legislation is not passed by the General Court and signed into law by the Governor, the parties agree that the City will be required to assess real and personal property taxes in accordance with Massachusetts law and generally accepted assessment standards. If in any given year, the real and personal property taxes so assessed on the Project are more than the PILOT would be under Section 2.3(a) of this Agreement, then the Community Impact Fee and the contribution to the Brockton Community Fund (collectively, the "**non-PILOT payments**") will be decreased, in pro rata shares, by a total amount equal to such difference, provided that if such decreases would exceed the total amount of the non-PILOT payments otherwise due, then the City shall not be required to make any repayments to MGE, but MGE will be entitled to a credit against any future year(s) non-PILOT payments for the amount by which the difference exceeds the total amount of non-PILOT payments otherwise due. Likewise, if in any given year, the real and personal property taxes so assessed on the Project are less than the PILOT would be under Section 2.3(a) of the Agreement, then the non-PILOT payments will be increased, in pro rata shares, by a total amount equal to such difference. For avoidance of doubt, the foregoing reconciliation provision is intended to ensure that if MGE is paying real and personal property taxes rather than the proposed PILOT payment, then such real and personal property taxes when added to the annual non-PILOT payments for the same period shall be equal the amount of PILOT and non-PILOT payments that would have been paid hereunder for the same period.

(b) Annual Payments. To achieve certainty for both parties, the City and MGE agree that, as an alternative to any and all real and personal property taxes or other assessments due from MGE to the City for the Project after the Project is first Open for Business to the General Public (but excluding hotel and meal, and motor vehicle excise taxes, which shall be paid as provided in Sections 2.3(b) and (c) of this Agreement), MGE will annually make three defined payments to the City (collectively, the "**Annual Payments**"): (i) a PILOT, (ii) a Community Impact Fee, and (iii) a Brockton Community Foundation contribution, each as further defined below.

MGE will make the Annual Payments in a total amount equal to the greater of (i) Ten Million Dollars ($10,000,000) (the "**Fixed Amount**") or (ii) two and a quarter percent (2.25%) of the Project's annual Gross Gaming Revenue (the "**Revenue-based Amount**"), with the Annual Payments to be allocated as follows:

(i) A PILOT in satisfaction of all Real and Personal Property Taxes otherwise owed to the City in the amount eighty percent (80%) of the Annual Payments amount, which shall be exclusive of and in addition to any and all applicable hotel, meals and excise taxes;

(ii) A **Community Impact Fee** payment to the City in the amount of fifteen percent (15%) of the Annual Payments amount; and

(iii) A contribution to the Brockton Community Foundation, to be administered by the City or its designee, to be used for supporting and promoting local groups, associations, and programs with important City initiatives, in the amount of five percent (5%) of the Annual Payments amount.

On the first days of May, August, November, and February, MGE will make the Fixed Amount portions of the Annual Payments, in four equal payments, quarterly in arrears for the quarters ending on the last days of March, June, September, and December. On the first day of February of each year, MGE will make true-up payments for the prior calendar year to the extent that the Revenue-based Amount exceeded the Fixed Amount for the prior calendar year (prorated as applicable). If any date for payment set forth in this paragraph falls on weekend day, holiday, or other day on which banks in Plymouth County are not open for business, MGE will make the corresponding payments on the next business day.

In the calendar year in which the Project is First Opens for Business to the General Public, the amounts of the Annual Payments will be prorated based on the number of days that the Project is Open for Business to the General Public in that year. For the avoidance of doubt, no Annual Payments will be earned or due before the Project is first Open for Business to the General Public.

If a Tribal casino opens in Region C, the Fixed Amount will be reduced to Six Million Seven Hundred Fifty Thousand Dollars ($6,750,000), starting in the quarter that the Tribal casino first opens for business. If Massachusetts law is changed to allow an additional gaming license(s), certificate(s), or other authorization(s) in Region C, the Parties will renegotiate the amount of the Annual Payments to reflect the anticipated corresponding annual reduction in Project revenues, and will amend this Agreement to reflect the results of such renegotiation.

If, after it is first Open for Business to the General Public, the Project is prevented from remaining Open for Business to the General Public for ten or more consecutive days or for more than forty-five days during a calendar year by reason of any cyber-threat or attack, terrorist act, strike

or labor troubles, government preemption in connection with a national emergency or by reason of any rule, order, or regulation of any department or subdivision thereof of any government agency, fire, war, act of God or other emergency or circumstances not within MGE's reasonable control (collectively "**Force Majeure**"), then the Fixed Amount for that calendar year will be reduced pro rata based on the number of days in the calendar year that the Project is prevented from being Open for Business to the General Public by the Force Majeure event(s).

(c) Hotel and Meals Taxes. MGE will assess and collect all local hotel/room occupancy and meals taxes from its customers and will remit payment of such taxes to the City in accordance with applicable law; hotel/room occupancy taxes will be collected and remitted on all occupied rooms regardless of length of occupancy.

(d) Motor Vehicle Excise Taxes. MGE will garage all motor vehicles owned by the Project in Brockton and will pay excise taxes on those vehicles to the City in accordance with applicable law.

(e) Late Payment Penalty. MGE acknowledges that time is of the essence with respect to its timely payment of the amounts required under this Agreement and agrees to pay interest at eight percent (8%) per annum on any required payment not timely paid in accordance with the terms of this Agreement, calculated on a daily basis using a 365-day year, provided that, with the exception of real and personal property taxes pursuant to Section 2.2(b), the City provides on the first three occasions when such payment is late written notice five (5) business days in advance of assessing such late penalty and MGE shall not owe a late payment penalty if MGE pays the outstanding amount within such five (5) business day period.

Section 3. Workforce Development; Local Hiring Preferences

3.1 Construction Jobs

Subject to the Act, and to the extent that such a practice and its implementation are consistent with federal, state, and municipal laws and regulations, MGE will work in a good faith, legal and non-discriminatory manner with the Project's general contractor, construction manager, and/or subcontractors to give reasonable preference in the hiring for Project construction jobs first to properly qualified Brockton residents, and then to properly qualified residents of Surrounding Communities (as determined by the Commission).

MGE will work to have the Project's general contractor, construction manager, and/or subcontractors hold a career / job fair in Brockton to highlight and publicize the potential construction jobs at the Project and explain to attendees the process by which they may seek to be hired in connection with construction of the Project.

3.2 Permanent Jobs

Subject to the Act, and to the extent that such a practice and its implementation are consistent with federal, state, and municipal laws and regulations, MGE will work in a good faith, legal and non-discriminatory manner to give reasonable preference in the hiring for permanent Project jobs first to properly qualified Brockton residents, and then to properly qualified residents of Surrounding Communities (as determined by the Commission). MGE will select properly qualified individuals to be trained for certain permanent Project positions through MGE's training programs.

MGE will hold a career / job fair in Brockton to highlight and publicize the Project's permanent job needs and explain to attendees the process by which they may seek to be hired in connection with the Project.

3.3 Local Vendors

MGE will make a good faith effort to utilize properly-qualified, price-competitive local contractors and suppliers (collectively, "local vendors") for the operation of the Project and will provide reasonable assistance to such local vendors in satisfying the requirements of the Massachusetts Gaming Commission;

MGE will hold a vendor fair in Brockton to educate local vendors about opportunities to provide goods and services to the Project.

As part of its rewards / frequent guests / loyalty or similar programs, MGE will issue gift cards, gift certificates, and/or store/restaurant discounts to be redeemed at Brockton businesses outside the Project Site, in the annual amount of at least Fifty Thousand Dollars ($50,000).

Section 4. Additional Undertakings by MGE

In planning and designing the Project, MGE will consider recommendations by the City with respect to certain mutually-advantageous, non-gaming entertainment elements of the Project, including the planned multi-function event and entertainment space, and potentially incorporating historical boxing memorabilia and other items of relevance to the City; provided, however, MGE in its sole discretion will determine the program and design of the Project.

If, after the Project is first Open for Business to the General Public, MGE seeks permits and approvals to expand the Project's total gross floor area (including structured parking but not surface parking areas) by twenty percent (20%) or more in the aggregate, then MGE will reopen negotiations with the City concerning the amounts of the PILOT payment and the Community Impact Fee that MGE will make to the City after such expansion is completed.

Section 5. Total Investment; Project Development

If the Commission awards a final, non-appealable Category 1 gaming license to MGE for the Project, MGE will make a Project Investment of approximately Six Hundred Fifty Million Dollars ($650,000,000), and not less than ninety-five percent (95%) of that amount, to develop the Project in a single phase.

Upon a favorable city-wide referendum ballot authorizing the operation in Brockton of the Project as a Category 1 gaming establishment licensed by the Commission, MGE will use all reasonable efforts to promptly apply for, pursue, and obtain a Category 1 gaming license from the Commission for the Project.

Section 6. Project Demands on City Services

MGE recognizes that the Project may require upgrades to certain components of the City's utility infrastructure. The nature and extent of any required utility infrastructure upgrades will be determined through the Impact Studies process set forth in Section 2.1(c) of this Agreement and

MGE's obligation to construct and/or pay for others to construct such upgrades will be memorialized in a separate Mitigation Agreement under that section of this Agreement.

Section 7. Responsible Gaming

MGE recognizes that, while gaming is an enjoyable leisure and entertaining activity for most, there is a small percentage of the population that may not gamble responsibly. MGE will implement a responsible gaming plan at the Project in compliance with the Act and all applicable regulations of the Commission.

Section 8. City Obligations

In consideration of the mitigation measures that MGE will undertake, and in further recognition of the benefits the Project will bring to Brockton, the City will do the following:

8.1 Hold City-wide vote. The Mayor will promptly request that the Brockton City Council formally approve the holding of an election pursuant to Section 15(13) of the Act, and consistent with the regulations and interpretations of the Commission. Upon receipt of the Mayor's request, the City Council will schedule a City-wide election so that qualified Brockton residents can vote on a ballot question to support or reject this Agreement and, by extension, the Project. The Mayor will request that the City Council schedule such election on or before May 12, 2015, provided that holding the election on such date is not in direct violation of state law or any duly promulgated regulation of the Commission, and subject to any determination by the Commission that the election should be held on a different date. If the election is not so permitted to be held on May 12, 2015, it will be held upon a mutually acceptable date as soon as permitted under applicable state law and regulations and any Commission directive.

8.2 Support MGE's license application. The City will support and actively work with MGE in its application for a Category 1 gaming license from the Commission, including issuing a written statement of the City's support of the Project.

8.3 Seek funds available under the Act. The City will use best efforts to seek monies available under the Act, including but not limited to, those monies in the Community Mitigation Fund, the Local Capital Projects Fund, the Massachusetts Cultural Council, and the Transportation Infrastructure and Development Fund; provided, however, that any monies obtained by the City under this provision will not change MGE's obligation to mitigate impacts as described herein.

8.4 Support local permitting and approval efforts. The City will work cooperatively and in good faith with MGE to assist MGE in securing in a prompt and efficient manner all zoning/land use, site plan, and other City licenses, permits, and approvals from the City which are required or advisable in connection with the construction and operation of the Project, including processing license, permit, and approval applications in an expeditious manner after customarily required application materials have been submitted, provided that nothing herein shall require the City to waive any review and approval rights set forth in applicable statutes or regulations.

8.5 Amend local regulations. The City will work cooperatively with MGE to prepare and submit an amendment to the Brockton Zoning Ordinance, and to any other City land use regulations requiring amendment, to allow construction and operation of the Project at the Project Site, provided however that the MGE acknowledges that such amendment(s) may include an administrative site plan review process and the adoption of reasonable design guidelines.

8.6 Support other permitting and approval efforts for the Project. The City will actively support MGE in obtaining all other licenses, permits, or approvals required or advisable in connection with the construction and operation of the Project.

8.7 No new taxes or fees targeting the Project. The City will not attempt, directly or indirectly, to adopt or implement, nor accept, any taxes, fees, or other assessments specific or unique, by language or effect, to a gaming establishment, its customers, employees, tenants, vendors, suppliers, or owners that do not generally apply to other businesses in the City.

Section 9. Transferability

MGE may transfer or assign, subject to the Act, its rights and obligations under this Agreement to any transferee or assignee of the Category 1 gaming license to operate the Project as approved by the Commission, provided that the transferee or assignee assumes all obligations and liabilities hereunder. Brockton will be bound by this Agreement regardless of any such transfer or assignment. Any transferee or assignee of MGE will likewise be bound by this Agreement to the fullest extent allowed by law. For the avoidance of doubt, after any transfer or assignment of the Agreement in accordance with the terms of this Section 9, MGE shall have no further obligations under this Agreement provided that MGE has paid and performed all of its undisputed obligations up to the date of assignment or transfer.

The City acknowledges and agrees MGE and its successors or assigns may, at any time and on one or more occasions, to provide security to a lender, mezzanine lender, or equity holder in connection with a financing or equity contribution, pledge or otherwise collaterally assign this Agreement and all documents, agreements, understandings, and arrangements relating to the transaction contemplated by this Agreement. The City will, within ten (10) days after receiving such a request, execute any commercially reasonable and customary instruments that do not deviate from its rights or increase its obligations.

Section 10. Modification

This Agreement may be modified or amended by written agreement of the Parties, subject to approval of the City or the City Council, but not otherwise.

Section 11. Choice of Law; Forum Selection

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws provisions. Any dispute arising under or in connection with this Agreement shall be within the exclusive jurisdiction of the Massachusetts Superior Courts for Suffolk or Plymouth Counties.

THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE MITIGATION AGREEMENT CONTEMPLATED HEREUNDER, THE RELATIONSHIP OF MGE AND THE CITY, AND/OR ANY CLAIM OF INJURY OR DAMAGE, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY.

Notwithstanding the foregoing provisions for forum selection, the Parties agree that before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to this Agreement, they will first engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests. If the Parties engage the services of a professional mediator or arbitrator, MGE and the City will bear the cost of such services equally.

Section 12. Indemnification.

MGE will indemnify and hold harmless the City from and against any and all claims, actions, proceedings, or demands brought against the City, its agents, departments, officials, or employees, by any third party in connection with this Agreement, or exercise of its rights or obligations hereunder, or the issuance of City permits and approvals for the Project, and any reasonable costs incurred by the City in connection with defending legal challenges of City actions taken in good faith in pursuit of any of the foregoing (collectively "Claims"), to the extent that any such Claims are premised upon the gross negligence or willful misconduct of MGE; provided, however, that MGE shall not be obligated to the City in any manner for indemnification of the City for any Claims unless such Claims are determined to be the result of the gross negligence or willful misconduct of MGE. If the City and MGE are asserted to have been grossly negligent or to have committed willful misconduct giving rise to the Claims, then MGE shall only be liable to the City for indemnification of a judgment against the City as provided for herein if the trier of fact in such matter determines that the gross negligence or willful misconduct of MGE, as compared to the City, was greater than fifty percent (50%) responsible for the damages asserted by the third party in such Claims, but, subject to the last sentence of this Section, shall in any event reimburse the City for all reasonable defense costs (including reasonable counsel fees) incurred in defending the Claims. MGE shall have the right to reasonably approve the identity of counsel selected by the City to provide the defense of any Claims in which the City asserts a right to indemnification pursuant to this Section. Subject to the last sentence of this Section, subsequent to the reasonable approval by MGE of the counsel selected by the City, MGE agrees, within thirty (30) days of written notice by the City, to reimburse the City for all reasonable legal costs and fees incurred in defending itself with respect to any Claims covered by this Section. Notwithstanding the foregoing or any other provision of this Agreement, if MGE has reimbursed costs to the City pursuant to this Section and it is subsequently determined that such costs were not eligible for reimbursement because the Claim was not caused (i) by MGE's gross negligence or willful misconduct or (ii) more than fifty (50%) percent by MGE's gross negligence or willful misconduct, as compared to the City, MGE will be entitled to reduce the amount of future PILOT payments on a dollar-for-dollar basis by the amount of such improperly reimbursed costs.

Section 13. Miscellaneous

13.1 No Third Party Beneficiaries. No provisions of this Agreement shall be construed in any manner so as to create any rights in any third parties not party to this Agreement. The Agreement shall be interpreted solely to define specific duties and responsibilities between

the City and MGE, and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

13.2 Entire Agreement. This Agreement, together with any separate Mitigation Agreement between the City and MGE to be entered into after the Effective Date, embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the Project, including without limitation the Memorandum of Terms for Host Community Agreement By and Between The City of Brockton, Massachusetts and Mass Gaming & Entertainment, LLC, dated February 19, 2015.

13.3 Exercise of Rights and Waiver. The failure of any party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

13.4 Severability. If any clause, provision, or remedy in this Agreement is, for any reason, deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired, or invalidated and shall remain in full force and effect.

13.5 Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way affect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words.

13.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

13.7 Time is of the Essence. The Parties agree and acknowledge that time is of the essence under this Agreement.

Section 14. <u>Notices</u>

Any notices, consents, demands, requests approvals or other communications issued under this Agreement must be made in writing and must be delivered by hand, overnight delivery service, or certified mail, postage pre-paid (return receipt requested), and will be effective upon receipt for hand or overnight delivery and three days after mailing, to the other Party at the following addresses:

If to the City: City of Brockton
Office of the Mayor
45 School Street
Brockton, MA 02301

With copy to: City of Brockton
Law Department
45 School Street
Brockton, MA 02301

With a copy to:	Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C. One Financial Center Boston, MA 02111 Attn: Dan Gaquin, Esq.
If to MGE:	Mass Gaming & Entertainment, LLC 900 N. Michigan Avenue, Suite 1600 Chicago, IL 60611 Attention: Chief Financial Officer
With a copy to	Mass Gaming & Entertainment, LLC 900 N. Michigan Avenue, Suite 1600 Chicago, IL 60611 Attention: Legal Department
With a copy to	Dain, Torpy, Le Ray, Wiest & Garner, P.C. 745 Atlantic Avenue, 5th Floor Boston, MA 02111 Attention: Charles N. Le Ray, Esq.

Section 15. Term

The term of this Agreement commences on the Effective Date and will end on the earliest of:

A. Any date on which MGE provides written notice that it elects to abandon efforts to obtain a Category 1 gaming license to be located in Brockton;

B. Any date on which the Commission has issued a Category 1 gaming license for Region C to another applicant and MGE has provided written notice that it has decided to discontinue pursuit of a Category 1 gaming license for the Project;

C. Any date on which MGE provides written notice that it elects not to construct, or to permanently cease operations of, the Project; or

D. Any date upon which the Category 1 gaming license previously issued to MGE for the Project is revoked, rescinded, or expires without having been renewed.

If the Agreement is terminated, notwithstanding any other provisions of this Agreement, MGE and the City will have no further obligations to each other under this Agreement, except that MGE will pay the following:

(i) costs incurred by the City as of the termination date that MGE is obligated to pay under Sections 2.1 and 2.2 of this Agreement;

(ii) any payments then due under Section 2.2 as of the date of termination and pro rated as of the date of termination, if applicable;

(iii) the costs of completing or restoring to original conditions any in progress phase(s) of work underway under Section 2.2(c) as of the date of termination;

(iv) prorated portions of any annual payments due under Section 2.3 of this Agreement, calculated as of the date of termination; and

(v) any applicable penalties under Section 2.3(e).

Such termination of this Agreement shall not absolve MGE of responsibility for any lawfully assessed, post-termination taxes or regulatory fees in connection with the Project Site for so long as MGE continues to own the Project Site.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

City of Brockton, Massachusetts

By: William Carpenter BILL CARPENTER
Title: Mayor of Brockton

Mass Gaming & Entertainment, LLC

By: Neil G. Bluhm
Title: Chairman

Exhibit A

Project Site

FEBRUARY 20, 2015

BROCKTON
MASSACHUSETTS
MASS GAMING & ENTERTAINMENT, LLC

VICINITY AERIAL

KLAI JUBA WALD